

RESOLUTION 2021-033

PASSED: APRIL 12, 2021

AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH FEHR GRAHAM FOR DESIGN ENGINEERING OF 7,900 FEET OF WATER MAIN IN AN AMOUNT NOT TO EXCEED \$154,000.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City operates its public water supply system (the "System"); and

WHEREAS, the City's corporate authorities find and determine that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the projects outlined in the 2021 and 2022 Water Main Replacement Program ("the Project") to replace approximately 2,800 lineal feet of water main on Joanne Lane, 2,260 lineal feet on North 13th Street and 2,800 lineal feet on North 14th Street, together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation of the Project, all in accordance with the plans and specifications prepared by the consulting engineers of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve, authorize, and direct the Mayor or City Manager to execute an Engineering Services Agreement with Fehr Graham for design engineering of 7,900 lineal feet of water main for the Project in an amount not to exceed \$154,000, in the same or substantially similar form as Exhibit A attached hereto and incorporated herein, subject to such changes as shall be acceptable to them with the recommendation of City staff.

SECTION 2: This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 12th day of April 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:



RUTH A. SCOTT, Executive Assistant



JERRY SMITH, Mayor

Resolution 2021-033

EXHIBIT A
(FEHR GRAHAM WATER MAIN PROJECT CONTRACT)



164 East Lincoln Highway
DeKalb, Illinois 60115
815.748.2000 • cityofdekab.com

Professional Services (Advisor) Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "**Fehr Graham**" hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term:

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit B. All payments will be made according to the Illinois State Prompt Payment Act. Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor. Contractor shall provide all contractor lien waivers, subcontractor lien waivers and materialmen lien waivers, properly executed and completed, prior to receiving payment. Contractor shall indemnify, defend and hold harmless the City from any claim arising out of or relating to the liens, public fund claims or other claims for payment or damages from any subcontractor or materialman employed or utilized by Contractor, without regard to whether the City strictly enforced the requirement of submitting lien waivers. The following optional provisions apply if checked:

- This work is to be completed on a time and materials basis in accordance with the rate schedule attached in Exhibit B.
- This work is to be completed subject to a not-to-exceed price of \$154,000.

- The Parties expressly acknowledge that this Agreement is being entered into pursuant to the City Manager's spending authority, and in no event shall the sum of all charges contemplated herein, inclusive of all fees, expenditure reimbursements or other payments of any kind, exceed Twenty Thousand Dollars (\$20,000.00). Unless and until the City provides written notice to Contractor that this agreement has been ratified, approved or amended by the City Council and can exceed that threshold, this Agreement shall be deemed to terminate automatically, without any obligation for further notice, work or payment, upon reaching the threshold. Contractor shall provide the City with written notice when the total amount charged hereunder has reached or exceeded Fifteen Thousand Dollars (\$15,000.00).

D. Changes in Rates of Compensation (and Prevailing Wages):

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. The Parties acknowledge that this Agreement is for professional services and is not subject to the Illinois Prevailing Wage Act. Contractor shall indemnify, defend and hold harmless the City from any claims arising out of or relating to any actual or alleged non-compliance with the requirements of the Prevailing Wage Act.

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. The Contractor and City acknowledge that the provisions of this Agreement shall be construed, pursuant to *Carney v. Union Pacific Railroad Company*, 2016 IL 118984, to provide the City with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Contractor. The City shall have no liability for Contractor's selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.



Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibit B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its' own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Act"), GENERAL CONTRACTOR, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. GENERAL CONTRACTOR understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.



Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is _____ and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☐ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to



415 ILCS 5/1, *et. seq.* The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Indemnification:

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991) in Illinois. However, pursuant to the Construction Contract Indemnification for Negligence Act (740 ILCS 35), the Parties shall not indemnify the other for any liabilities, damages, costs or expense resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*), or other such immunity statute or common law, by reason of indemnification or insurance. Indemnification shall survive the termination of the Agreement.



J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

K. Bonds:

Contractor shall be responsible for identifying and complying with all legal requirements applicable to this Agreement or the underlying work to be performed, including but not limited to any requirement to post bonds or security. Without limitation, Contractor shall comply with the Public Construction Bond Act, 30 ILCS 550/0.01, et. seq. for any public works having a total cost in excess of \$50,000.

L. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

M. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:



For the City:

City Manager
City of DeKalb
164 E. Lincoln Hwy.
DeKalb, IL 60115

For the Contractor:

Fehr Graham
515 Lincoln Hwy.
Rochelle, IL 61068

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

N. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

O. Progress Reports:

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

P. Conflicts:

Contractor may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to Contractor's work for the City, even if the interests of such clients in those matters are directly adverse to City. Contractor agrees however that the City's prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of Contractor's representation of the City, Contractor has obtained sensitive proprietary or other confidential information of a non-public nature that, if known to any such other client of Contractor, could be used in any such other matter by such client to the material disadvantage of the City. Contractor and the City covenant to work in good faith to identify any current or prospective conflicts, and to negotiate in good faith to resolve or waive such conflicts, or to limit or terminate services under this Agreement so as to avoid such conflicts.

Q. Inspections or Observation:

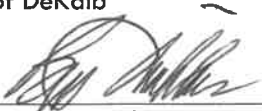
Where services provided herein relate to the inspection or observation of items or projects constructed by third parties on behalf of the City, whether with respect to the compliance of those items with applicable codes or its acceptable construction as a public or private improvement, the Contractor shall not serve as a guarantor of any third party, public or worker safety. The Parties acknowledge that the Contractor shall have a duty to identify defects or non-compliance with applicable standards and to report such information to the City, and where such defects or non-compliance require immediate remediation, to make such report immediately upon observation of the condition. Such duty shall also extend to properly documenting the observed condition whether through report, photography, video or other medium. However, the Contractor shall not be responsible for the means,



method or sequence of work that any third party employs, nor for review or recommendation of applicable workplace safety rules, regulations or suggestions. The Parties expressly disclaim the existence of any third party beneficiary from the Contractor's services hereunder (where relating to inspection or observation as defined herein), it being recognized that the services contemplated herein require reporting of information to the City as the client of Contractor, and not to any other party.

Agreed to this 14th day of April 2021.

City of DeKalb



City Mayor/Manager



City Manager

Contractor: Fehr Graham





Principal/Branch Manager



Exhibit A:
Description of Work



March 29, 2021

Mr. Bryan Faivre
Director of Utilities & Transportation
City of DeKalb
1216 Market Street
DeKalb, IL 60115

**Re: Proposal for Professional Engineering Services
City of DeKalb Watermain Replacement Project
Joanne Lane, 13th/14th Street**

Dear Mr. Faivre,

Thank you for considering Fehr Graham for your professional engineering needs. Based on our conversation earlier this week and the provided information, we understand that the city wishes to replace undersized and aging watermain and services along Joanne Lane (from Illehamwood Drive to Tilton Park Drive); along 13th Street (from Sycamore Road to Clark Street) and 14th Street (from Dresser Road to Clark Street). Fehr Graham is pleased to provide your office with the following services:

Civil Engineering Design Services

Project Administration and Meetings


You can expect to be regularly informed of our efforts and progress on this project. Regular coordination with you and your representative(s) will be made a priority by our team. We will attend project coordination meetings with Staff and will attend Council meetings as requested to provide updates on the project.

Topographic Survey

A survey crew will be sent to complete a topographic survey of the areas of the proposed alignment of the watermain reconstruction. Our survey crew will do a full survey of the entire right-of-way (ROW) and this information will be used by the design team. Field data will be used to prepare an electronic base map for use by the design professionals. Information obtained from the utility companies and City of DeKalb maps will be integrated into the electronic base map and ultimately shown on the design plans. Survey crews will search for monuments at property corners to verify the limits of the ROW. ROW lines will be shown on the engineering plans from information gathered from the field and be supplemented with available information from the County GIS.

Soil Borings & Geotechnical Analysis

~~Fehr Graham will subcontract this work to a local and experienced geotechnical engineering firm. Soil borings (15 total estimated) will be taken at various locations along the project limits. A complete geotechnical analysis will be provided complete with boring logs of encountered subsurface conditions. The geotechnical analysis will be provided to the City and used for design purposes. The report and borings will be made available to contractors for the purposes of bidding.~~



Civil Engineering Plans

Final design plans, for the purposes of permitting, bidding, and ultimately construction, will be completed. Horizontal and vertical alignments for the new watermain will be completed. The final plans will be completed in compliance with City of DeKalb local requirements, Illinois Environmental Protection Agency (IEPA) Standards, and the Standard Specifications for Water and Sewer Construction in Illinois (current). The plan set will include:

- Cover Sheet
- General Notes Sheet
- Summary of Quantities Sheet
- Typical Sections
- Traffic Control Plan
- Erosion & Sediment Control Plan
- Plan & Profile Sheets
- Construction Details/Highway Standards

A separate set of engineering plans will be created for the Joanne Lane improvements (scheduled for construction in 2021) and 13th/14th Street improvements (scheduled for construction in 2022, possibly with IEPA state revolving fund loan).

For the purposes of this proposal, the roadway restoration will only include an A-1 surface treatment to provide a “paved” surface through the winter months in advance of the city’s resurfacing project. Any curb, pavement, sidewalk, or other roadway reconstruction items are excluded from this proposal and assumed to be included as part of the roadway project.

Permitting


This work will require a permit from the IEPA for construction and operation of the new watermain. Our staff will prepare all necessary permit applications and coordinate the execution of these forms with your office. Two permit applications (one for Joanne Lane and one for 13th/14th Streets) will be submitted to the IEPA along with the design plans for review and approval.

Bid Documents

Fehr Graham will complete bid and other contract documents for the project. The bid documents will be submitted to contractors alongside the completed engineering plans. Separate bid documents will be prepared for each construction project (i.e., separate documents for Joanne Lane replacement project and for 13th/14th Street replacement project). Fehr Graham will assist the city in the solicitation for bids on this project and will prepare a tabulation of bids form and recommendation letters for award of the construction contracts. Fehr Graham will assist the City in the facilitation of the executed contracts with the awarded contractor(s).

Construction Engineering Services

~~Fehr Graham will provide the City of DeKalb with an experienced, resident engineer to supervise and observe construction activities. The resident engineer will document construction means and methods to ensure that work done is in accordance with the approved plans and specifications. Daily reports will be provided and quantities will be measured for the preparation of pay applications.~~



~~Construction engineering services will further consist of the following:~~

- ~~• After the City awards the construction contract, Fehr Graham will complete contract documents and facilitate the execution of those contract documents with the City and the selected Contractor.~~
- ~~• Fehr Graham will schedule and attend a pre-construction meeting prior to the start of work. In attendance will be City staff, representatives from the Contractor's office, and the Fehr Graham resident engineer and support staff.~~
- ~~• Fehr Graham will prepare and submit partial and final payment estimates, change orders, records, and other reports/correspondence as requested by the City of DeKalb.~~
- ~~• Materials testing services by Testing Services Corporation will be provided, including the verification of approved aggregate materials for trench backfill and road base replacement and documentation that trench compaction is in conformance with the standard specifications.~~
- ~~• Construction staking and layout services will be provided for the contractor as part of our services. As per the approved engineering plans, Fehr Graham will layout the alignment of the watermain and stake out valves, fire hydrants, and other improvements requiring layout as per the approved engineering plans.~~
- ~~• Fehr Graham will provide as-builts and record drawings to the City of DeKalb upon completion of construction. The resident engineer will take survey field shots for precise locations of all valves, hydrants, curb boxes, and watermain installed as part of the project. In addition to red-lined record drawings, Fehr Graham will provide these survey shots to the City (in the form of shape files) for integration into the City's GIS.~~

~~IEPA Project Plan Amendment and Loan Administration Services~~

~~Fehr Graham will complete an amendment of the approved Project Plan developed by Baxter & Woodman for resubmittal to IEPA. Said amendment will update the proposed improvements to include the identified 13th and 14th Street replacement projects. Included in this service, and at no charge to the City, Fehr Graham has completed the required Funding Nomination Form and with a signed copy returned to our office, we will submit to IEPA so that the project can be added to the Intended Funding List issued later this year.~~

~~Work will also include preparation of the required IEPA loan application and all other supporting documents required for the funding request. Fehr Graham will assist the City with the preparation of the Authorizing Ordinance and will coordinate with the IEPA on the advancement of the loan agreement.~~

~~During construction, Fehr Graham will complete paperwork required for reimbursements (i.e., draw requests) from the IEPA. Upon completion of construction, Fehr Graham will complete all required close-out documentation required by the IEPA and necessary for the completion of the loan agreement.~~

Exclusions

The following items are not included in the scope of services proposed here:

- Design and other engineering required for pavement/streets improvements
- Additional watermain replacements not specifically identified above
- Lead services to the home
- Easements and/or ROW acquisition
- Public meetings or other public involvement for lead services
- National Pollutant Discharge Elimination System erosion control inspections

Schedule

Fehr Graham can initiate this project immediately upon receipt of formal authorization to proceed.

Fees

Fehr Graham is pleased to provide the services identified above for the following fees:

Joanne Lane Watermain Replacement

Civil Engineering Services	\$56,000
Construction Engineering Services	\$48,000 (estimate, time and materials)
Soil Borings	\$5,000 (estimate)

13th/14th Watermain Replacements

Civil Engineering Services	\$98,000
Construction Engineering Services	\$80,000 (estimate, time and materials)
IEPA Loan Administration Services	\$25,000
Soil Borings	\$10,000 (estimate)

Separate agreements can be provided to the City if services are wished to be phased. Services rendered will be invoiced monthly until completion of the project.

Authorization

I trust that the information we have provided is in line with your expectations. If this proposal meets with your expectations, please let me know and we will complete the City standard Agreement for Professional Services and deliver to you for execution.

We are looking forward to working with the City of DeKalb on this project. If you have any questions or need anything further, please let me know.

Respectfully submitted,



Jason T. Stoll, PE
Principal/Branch Manager

Encs: Manhour Project Worksheet
Fehr Graham Schedule of Rates, 2021

JTS:jjan:\Proposals\2021\Jason Stoll\DeKalb, City of\2021 Water\2021-DeKalbWMVarious-2021-03-26.docx

Exhibit B:
Fee Schedule



FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

2021 Personnel Chargeout Rates

Principal	\$200 - 250
Sr. Project Manager	\$150 - 215
Project Manager	\$110 - 215
Engineering:	
Lead Structural Engineer	\$175 - 185
Sr. Project Engineer	\$110 - 180
Project Engineer	\$100 - 170
CAD Manager	\$115 - 125
Staff Engineer	\$ 90 - 110
Designer	\$ 100 - 120
Engineer	\$ 80 - 150
Structural Engineer	\$ 85 - 150
Sr. Engineering Technician	\$ 80 - 145
Associate Engineering Technician	\$ 70 - 110
Engineering Technician	\$ 50 - 100
Landscape Architect	\$ 75 - 95
GIS Specialist	\$ 80 - 90
Surveying:	
Survey Manager	\$160 - 170
Land Surveyor	\$ 90 - 160
Survey Crew Chief	\$ 85 - 105
Surveyor	\$ 80 - 90
Survey Technician	\$ 70 - 80
Environmental, Health and Safety:	
Sr. EHS Scientist	\$110 - 150
EHS Project Scientist	\$110 - 130
EHS Scientist	\$ 90 - 130
EHS Specialist	\$ 60 - 110
EHS Technician	\$ 60 - 110
Project Hydrogeologist	\$ 80 - 110
Geologist	\$ 70 - 90
Hydrogeologist	\$ 70 - 90
I.T. Consultant	\$ 70 - 150
Grant Writer / Community Development Specialist	\$ 90 - 110
Project Coordinator	\$170 - 180
Project Administrator	\$ 70 - 110
Project Assistant	\$ 72

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.

Exhibit C:
Insurance Requirements:

1. All Contractors and All Contracts.

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

2. Certificates and General Conditions:

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional *primary* insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days notice to the City. Any insurance maintained by the City shall be excess to such coverage provided by Contractor. Contractor shall maintain said policy in full force and effect for the duration of this Agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City. Additional insured status shall be demonstrated with coverage equal to or greater than the ISO CG 20 10 form endorsement and shall provide coverage for bodily injury, property damage or other claims or damages caused in whole or in part by the acts or omissions of the Contractor and/or the City (as defined herein). Coverage shall be applicable both to ongoing and completed operations. The requirements applicable herein shall apply to the Contractor's underlying insurance policy (i.e. the certificate of insurance shall evidence coverage compliant with these terms on the Contractor's insurance policy, and the City shall be named as additional primary insured on such policy).

3. Comprehensive General Liability Coverage Requirements.

Unless this Section 3 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

4. Automobile Insurance Coverage:

Unless this Section 4 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

5. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:

Unless one or more subsections of this Section 5 of Exhibit B is clearly marked out as being inapplicable:

A. Professional Liability / Malpractice: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

B. Errors & Omissions Insurance Coverage: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

6. Indemnification.

The policy limits, availability or inavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.



7. Additional Insurance Requirements.

Contractor shall also be required to provide the following insurance:





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

04/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURED
Fehr-Graham & Associates LLC
101 W. Stephenson Street
Freeport, IL 61032

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company of America	25666
INSURER B: Charter Oak Fire Insurance Company	25615
INSURER C: Travelers Property Casualty Company of America	25674
INSURER D: Continental Casualty Company	20443
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** W20721129**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	6803L760620	09/15/2020	09/15/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
B	GEN'L AGGREGATE LIMIT APPLIES PER:		8109P390602	09/15/2020	09/15/2021	GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:					
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	<input checked="" type="checkbox"/> ANY AUTO		CUP3L765928	09/15/2020	09/15/2021	BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY					
D	<input checked="" type="checkbox"/> UMBRELLA LIAB		UB3L764090	09/15/2020	09/15/2021	EACH OCCURRENCE \$ 8,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 8,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	AEH591922774	09/15/2020	09/15/2021	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	<input checked="" type="checkbox"/> Professional Liability					Per Claim \$2,000,000
						Aggregate \$4,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Dekalb Watermain Replacement Project Joanne Lane, N. 13th and N. 14th Streets

All officers are excluded under the Workers Compensation.

Certificate holder is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Dekalb 164 East Lincoln Highway Dekalb, IL 60115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Ruby's Asian Market

Dekalb Illinois Secretary
of State Facility

23



Jewel-Osco Pharmacy

Kippan Ct

Hoffman Ct

Oak Dr

Littlejohn
Elementary School

School St DeKalb Top Limb

Prairie Ave

Messy Bun
Beanies & More

Prather Park

Playground

Clark St

N 15th St

Lee Ct

Sunrise Dr

Elmwood Ave

Oakwood Ave

Oakwood Ave

Prather Ln

Garrison Ave

Vienna Blvd

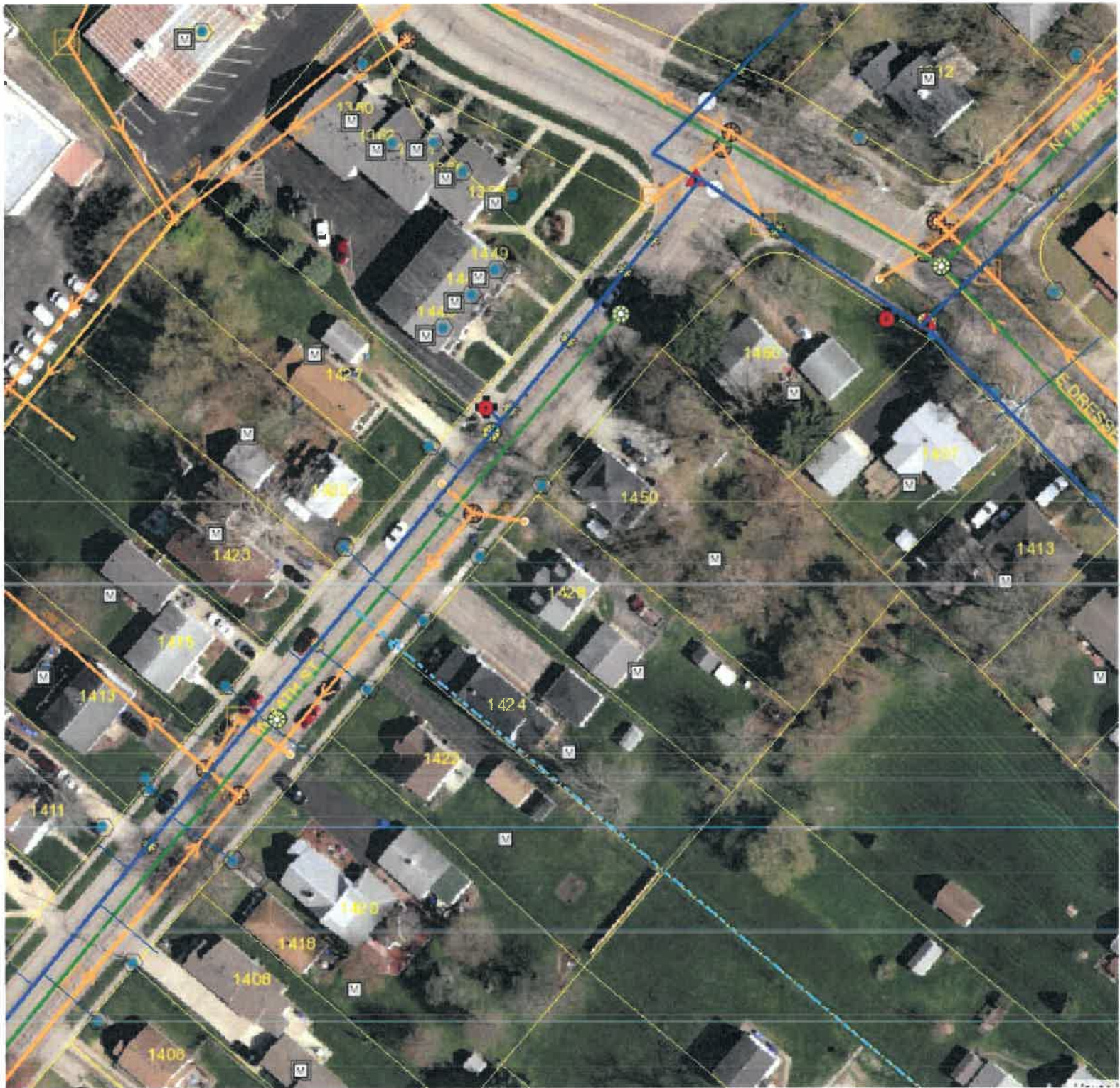
Dresser Rd

N 14th St
Sunrise Dr

Hull

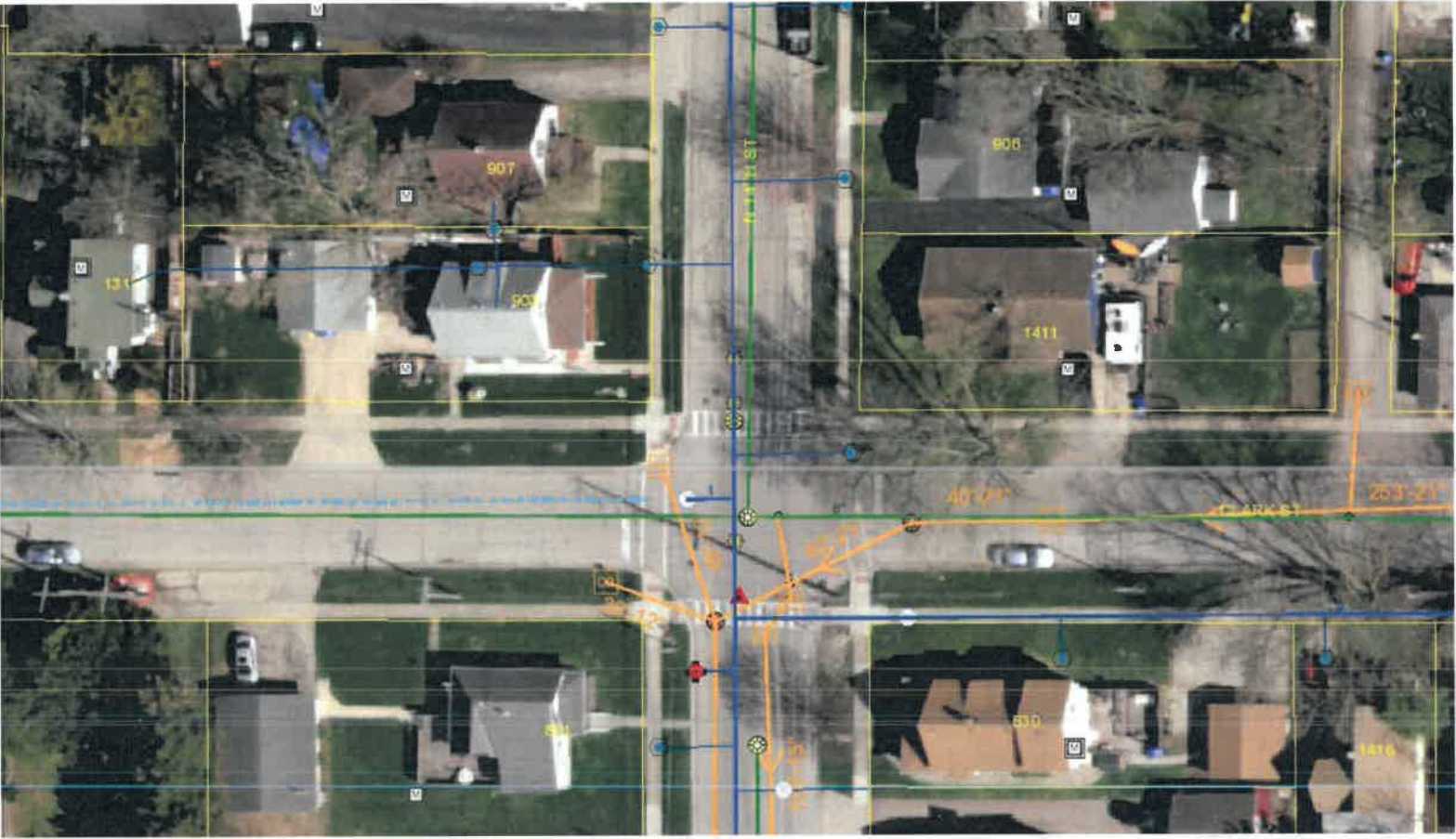
so Racing GmbH

Lawie









North 13th St. Water Main Replacement 2022

- Approximately 2,260 feet of new 8" water main from Sycamore Rd. to the north, to Clark St. to the South.
- Current main on N. 13th St. is 4" from Sycamore Rd. to Elmwood and then transitions to an 8" from Elmwood to Clark St. Our records indicate this main was originally installed in 1951.
- There is a newer 8" connection off the Sycamore Rd. water main that was recently tied into the 4" on N. 13th St. This was installed around 2012. My thought was we would tie into this new 8" connection off Sycamore Rd. There is valving on Syc. Rd. that should allow this connection without the need to shut off any residents or business.
- There is a duplicate water main running along Elmwood that ties in the water mains between N. 13th St. and N. 14th St. One is a 4" main and the other an 8" main. We would like to discontinue the 4" water main. Our records indicate this will require re-tapping two houses (1122 N. 13th St. and 1155 N. 14th St.)
- There is an elementary school off School St. The school service is tapped off School St. We may be able to avoid having to shut water off to this school depending.
- Our records indicated there are 33 water services on the west side of N. 13th St. and 27 services on the east side. Almost all are 3/4" copper. We would like to upsize these to a 1" copper service to the b-box with installation of a new box as well. Our records indicate that 1331 and 1332 N. 13th St. are lead. We also do not have service line material inventory records for 1235, 1328 and 1330 N. 13th St. If these are all lead, we may want to discuss replacing service with copper into the foundation of home. I will have to discuss with City Manager our approach on this.
- Pavement resurfacing will occur after completion of project through our street maintenance program.

Ruby's Asian Market

Dekalb Illinois Secretary
of State Facility

Jewel-Osco Pharmacy

Littlejohn
Elementary School

School St DeKalb Top Limb

Messy Bun
Beanies & More

Playground

Prather Park

to Racing GmbH









Joanne Ln. Water Main Replacement 2021

- Approximately 2,800 feet of new 8" water main from Ilehamwood Dr. to the north, to Tilton Park Dr. to the South.
- Current main on Joanne Ln. is 8" from Ilehamwood Dr. to Royal Dr. The main then transitions to 6" from Royal Dr. to Tilton Park Dr. The 8" main was originally installed in 1957 and the 6" main in 1954.
- All the interconnecting water mains at the intersections of E. Dresser, Regal, River, Royal and Tilton Park Dr. are all 6" in diameter. The connecting main to the north on Ilehamwood is an 8" water main that was installed in 2019 as part of a recent water main replacement.
- Our records indicated there are 36 water services on the east side of Joanne Ln. and 18 services on the west side. These are all 3/4" copper. We would like to upsize these to a 1" copper service to the b-box with installation of a new box as well.
- This area is schedule for pavement resurfacing in 2022. Patch roadway with chip seal to get through winter.

